

(B) ACTION AGAINST OBLIGEE.

EXCEPT AS PROVIDED IN SUBSECTION (C) OF THIS SECTION, IF THE ASSIGNEE CANNOT RECOVER THE DEBT FROM THE OBLIGOR BECAUSE THE OBLIGOR IS UNABLE TO PAY IT OR CANNOT BE FOUND, OR FOR ANY OTHER REASON, THE ASSIGNEE MAY MAINTAIN AN ACTION AGAINST THE OBLIGEE, UNLESS THE ASSIGNEE IS A SURETY IN THE BOND OR OTHER OBLIGATION.

(C) EXCEPTION.

IF BECAUSE OF THE NEGLIGENCE OR DEFAULT OF THE ASSIGNEE, HE CANNOT RECOVER THE DEBT FROM THE OBLIGOR, THE ASSIGNEE MAY NOT MAINTAIN AN ACTION AGAINST THE OBLIGEE.

(D) CERTIFICATION OF AMOUNT DUE.

AN ACTION MAY NOT BE MAINTAINED BY THE ASSIGNEE AGAINST THE OBLIGOR UNLESS THE OBLIGEE CERTIFIES BEFORE A NOTARY PUBLIC, IN WRITING ON THE BOND OR OTHER OBLIGATION, THAT AT THE TIME OF THE ASSIGNMENT THE OBLIGOR STILL OWED THE AMOUNT FOR WHICH THE ACTION IS FILED.

REVISOR'S NOTE: This section presently appears as Art. 8, §§ 4 and 5. These sections are consolidated because they deal with the same subject matter, namely an action by an assignee on an obligation under seal.

Subsection (a) of this section restates the first provisions of §4. It is modified to emphasize the significance of the obligee's signature and seal on the assigned bond or other obligation. If the assignment of an obligation under seal is not executed under the obligee's signature and seal, the latter cannot be sued. See Dickey v. Poconoke City National Bank, 89 Md. 280 (1899) and Jackson v. Myers, 43 Md. 452 (1876).

In subsection (b) of this section the words "for any other reason" are substituted for "if...any other thing or casualty should happen." The substitution is broad enough to embrace all "happenings" relative to a bond or other obligation under seal and, presumably, parties to it.

The only other changes are in style.

SUBTITLE 5. ASSIGNMENT OF CLAIMS TO NONRESIDENTS.